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Prepared for

# Mid-Valley Special Education Cooperative

ATTN: Nancy Sporer  
Director of Business and HR

Mid-Valley Special Education Cooperative  
1304 Ronzheimer Ave.  
St. Charles, IL 60174



## 1. MAINTENANCE SERVICE CONTRACT

### GSF USA, INC. CLEANING AGREEMENT

This Agreement between GSF USA, INC., Illinois (Contractor) and MID-VALLEY SPECIAL EDUCATION COOPERATIVE (Customer) for and in consideration and covenants contained herein it is agreed as follows:

This Agreement is made this 16<sup>th</sup> day of May 2017, by and between *Contractor* and *Customer*.

#### RECITALS

WHEREAS, *Contractor* is engaged in the business of providing cleaning services in the Greater Chicago Area

WHEREAS, *Customer* and *Contractor* desire to contract for the provision of certain cleaning services, products and/or equipment by *Contractor* upon the terms and conditions set forth in this *Agreement*;

WHEREAS, such cleaning services, products and/or equipment are to be provided by the Contractor at the following location: 1304 Ronzheimer Ave., St. Charles, IL 60174 (hereinafter the "Location").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals are a material part of this *Agreement* and are hereby incorporated herein by reference.
2. Engagement. *Customer* hereby engages *Contractor* and *Contractor* hereby accepts such engagement upon the terms and conditions set forth herein.
3. Term. The term of this *Agreement* shall be for one year beginning on the 5<sup>th</sup> day of June, 2017, and shall be automatically renewed from year-to-year unless the terms and conditions are renegotiated at the request of either party. Notwithstanding and foregoing, either party may terminate this *Agreement* upon thirty (30) days written notice to the other.
4. Services of Contractor. The services, products and/or equipment to be provided by *Contractor* are identified in the schedules and specifications attached hereto as Exhibit A (hereinafter the "*Services*"). *Contractor* shall provide such *Services* on schedule and in a workmanship-like manner except as prevented by acts of God, fire, accidents, labor disputes, or by restrictions imposed by *Customer* or any governmental agency.
5. Additional Services. If *Customer* desires *Contractor* to provide additional services, products and/or equipment at the *Location* beyond the scope of the *Services* identified in Exhibit A, including services, products and/or equipment as a result of construction, substantial remodeling, or large scale rearranging of furniture or fixtures, *Customer* shall discuss such desire with *Contractor* and the parties shall mutually agree as to whether, and on what terms, the additional services, products and/or equipment shall be provided.



6. **Holidays.** *Contractor* will recognize New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If any of these holidays fall on the Saturday or Sunday, the *Contractor* will notify *Customer* as to when the *Contractor* will observe the holiday (i.e. either on a Monday or Friday of a regular scheduled work week).

7. **Compensation to Contractor.** The compensation to be paid by *Customer* to *Contractor* for the *Services* is set forth in Exhibit B. The compensation to be paid by *Customer* to *Contractor* for additional services, products and/or equipment provided, as described in Section 5, shall be at mutually agreed upon rates.

8. **Payment Terms.** *Contractor* shall submit an invoice to *Customer* by the end of each monthly billing cycle for the amount of compensation owed to *Contractor* for the period covered by the billing cycle. *Customer* shall pay each invoice in full within thirty (30) days from invoice date. Interest will accrue on all invoices that are not paid in full within thirty (30) days of the date of the invoice at the rate of eighteen percent (18%) per annum.

*Customer's* failure to pay each invoice in full within thirty (30) days of the date of the invoice shall be a breach of this *Agreement* and shall entitle *Contractor* to discontinue the *Services* and to immediately terminate this *Agreement*.

9. **Unoccupied Space.** This section only applies if the compensation to be paid by *Customer* to *Contractor*, as described in Section 7, is based on the number of occupied square feet at the *Location*. The parties recognize that the number of occupied square feet at the *Location* may change from time to time during the term of this *Agreement* and that such changes, whether increases or decreases, may affect the compensation to be paid by *Customer* to *Contractor*. *Customer* shall provide *Contractor* with sufficient advance written notice of such changes, and *Contractor's* compensation shall be adjusted accordingly during the next monthly billing cycle following the date such notice is received by *Contractor*.

*Customer* understands and agrees that in the event of a decrease in the number of occupied square feet at the *Location*, *Contractor* shall only adjust its compensation prospectively and shall not adjust its compensation retroactively for such a decrease. Therefore, time is of the essence when providing the notice described in this section.

10. **Insurance.** *Contractor* shall maintain workers' compensation, bodily injury and property damage liability insurance for the term of this *Agreement* and shall submit certificates of insurance upon request of *Customer*.

11. **Non-Solicitation.** *Contractor* and *Customer* each agree that they will not hire, employ or engage any individual employed by the other during the term of this *Agreement* and for a period of one-hundred and eighty (180) days thereafter, without the prior written consent of the other.

12. **Escalation.** *Customer* agrees that the compensation set forth in Exhibit B is subject to escalation by reason of increases in the State or Federal Minimum Wage Law.

13. **Storage Area.** *Customer* shall provide *Contractor* with a storage area which is adequate in size for *Contractor's* materials and equipment. Such storage area shall be provided with lock and other protection to secure it against unauthorized entry. *Customer* also shall provide *Contractor* with trash disposal facilities which are adequate to meet *Contractor's* needs and which are conveniently located to the working areas in the *Location*.



14. **Indemnification.** *Contractor* shall defend, indemnify and hold *Customer* harmless from and against all claims, liability, costs, or expenses for any injury or death to any person or damage to any property whatsoever arising out of or in any way relating to any act or omission of *Contractor* at *Contractor's* sole expense.

*Customer* shall defend, indemnify and hold *Contractor* harmless from and against all claims, liability, costs, or expenses for any injury or death to any person or damage to any property whatsoever arising out of or in any way relating to any act or omission of *Customer* at *Customer's* sole expense.

15. **Remedies.** In the event of a breach of any provision of this **Agreement** by *Customer*, *Contractor* shall be entitled to damages and reasonable attorney's fees incurred in the enforcement of said provision.

*Contractor's* remedies herein provided shall not be construed as exclusive of any remedy provided by law and failure of *Contractor* to exercise any remedy at any time shall not operate as a waiver of the right of *Contractor* to exercise any remedy from the same or subsequent default at any time thereafter.

16. **Notices.** Any notices required or permitted to be given under this **Agreement** shall be in writing and sent by certified mail to the other party's principal place of business.

17. **Assignment.** All of the rights, benefits, duties, liabilities and obligations of the parties shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

18. **Miscellaneous.** No provision of this **Agreement** shall be modified, waived, or discharged unless such waiver, modification or discharge is agreed to in writing signed by parties hereto. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter of this **Agreement** have been made by either party which are not set forth expressly in this **Agreement**.

19. **Governing Law.** This **Agreement** shall be interpreted, enforced and governed in accordance with the laws of the State of Indiana, regardless of the place of execution or performance of this **Agreement**. The parties agree that Indiana courts shall have jurisdiction over any disputes arising out of or related to this **Agreement**.

IN WITNESS WHEREOF, the parties have executed this **Agreement** as of the date and year first above written.

**GSF USA, INC.**

By: \_\_\_\_\_  
Kurt Kuempel  
General Manager

**MID-VALLEY SPECIAL EDUCATION COOPERATIVE**

By: \_\_\_\_\_  
Nancy Sporer  
Director of Business and HR



## 1.1. Exhibit A OPERATIONAL SPECIFICATIONS & SCHEDULES

For:  
Mid-Valley Special Education Cooperative  
1304 Ronzheimer Ave.  
St. Charles, IL 60174

GSF's commitment to quality of services begins as soon as the agreement is signed.

The following duties are to be performed Seven days per week excluding six major holidays, unless otherwise noted. All consumables i.e. paper products, soaps; plastic bags, etc. are to be supplied by client.

### GENERAL CLEANING SERVICES

#### **Daily Services**

- Empty all trash containers in and recycling receptacles. Insert liners and remove contents to designated areas.
- Clean and polish all entrance glass and doors.
- Spot clean all partition glass.
- Dust all desks, desk equipment, chairs, file cabinets, bookshelves and other furnishings.
- Dust all pictures, wall plaques and lamps.
- Dust and wipe clean all ledges and horizontal surfaces, including benches and bleachers.
- Clean and polish fixtures, moldings, planters and glass table tops.
- Clean and sanitize with germicidal disinfectant cleaner all telephone and drinking fountains.
- Vacuum and spot clean all carpeted areas, including runners.
- Dust and damp mop all hard surfaced floors.

#### **Weekly Services**

- Wipe clean and sanitize telephones using germicidal disinfectant.
- Wipe clean all cleared desks.
- Dust and wipe clean all ledges and other flat surfaces.
- Dust all window sills, heating units and horizontal surfaces.
- Vacuum all edges and corners of carpeting as needed.
- Damp wipe door frames, light switches, push plates and handles.
- Machine buff tiled areas as needed.

#### **Monthly Services**

- Vacuum clean air vents and heating ducts
- Polish or clean door kick plates and thresholds.
- Dust high partition ledges, moldings, picture frames, shelves and light fixtures.
- Dust all blinds
- Vacuum all upholstered furniture

#### **Annual Services**

- Strip and wax vinyl tiled floors.
- Shampoo carpeted areas.



## CAFETERIA

### **Daily Services**

- Empty all trash and recycling containers, clean and sanitize as necessary and insert liners.
- Clean and disinfect all tables, chairs and counter tops.
- Damp clean and sanitize microwave, inside and out.
- Damp wipe vending machines, and trash containers.
- Keep all door knobs, light switches and door frames free of fingerprints and smudges.
- Dust and damp mop with treated mop entire floor surfaces.
- Scrub floors as needed.

## RESTROOMS and LOCKER ROOMS

### **Daily Services**

- Clean and polish mirrors, dispensers.
- Clean and sanitize toilets, toilet seats (both sides), urinals, partitions, hand basins, bowls and showers with germicidal disinfectant detergent.
- Clean and sanitize all flush rings, drain and overflow outlets.
- Empty, clean and sanitize all trash and sanitary disposal receptacles and insert liners.
- Fill toilet tissue holders, soap and sanitary product dispensers with client's stock.
- Remove soap residue left from soap dispenser.
- Dust all rest room furniture and lockers as needed.
- Wipe clean splash marks, stains, etc. from behind wash basins and around urinals.
- Remove fingerprints from door, frames, light switches, kick and push plates.
- Wet mop using a germicidal disinfectant detergent.
- Remove lime deposits as necessary.



### SUMMER PROJECT CLEANING

- Strip, seal and wax all tile floors.  
AS DECIDED BY THE CUSTODIAL MANAGER, BASED UPON WEAR & TEAR OF FLOOR FINISH, SUCCESS OF SCRUB & RECOAT SCHEDULE, & REMAINING SERVICEABILITY OF FLOOR FINISH.
- Shampoo all carpeting. Soil extraction will occur during summer project work.
- Clean all baseboards.
- Wash all chalk rails and chalkboards.
- Wash all ledges and window sills.
- Clean the ceramic tile in the shower rooms, where applicable.
- Sanitize and deodorize the washrooms completely.
- Clean all windows inside and out.
- Wash all lockers inside and out.
- Wash all desktops inside and out and chairs.
- Spot clean walls where dirt or marks appear.
- Cleaning of light fixtures and light bulbs to be determined by priority list issued by the school.

### WINTER BREAK (CHRISTMAS-NEW YEARS) PROJECT CLEANING

- Deep clean and/or strip and wax all corridors and classrooms with tile floors.  
AS DECIDED BY THE CUSTODIAL MANAGER, BASED UPON WEAR & TEAR OF FLOOR FINISH, SUCCESS OF SCRUB & RECOAT SCHEDULE, & REMAINING SERVICEABILITY OF FLOOR FINISH.
- Deep clean and/or strip and wax cafeteria floors.
- Clean walls, partitions, and floors in all washrooms and locker room.
- Wash all chalk rails and boards in classrooms.
- Clean all desktops - office areas.
- Dust window blinds - office areas.
- Wash down all furniture - office areas.
- Graffiti removal on desks, washrooms, and lockers, where needed.
- Shampoo or soil extract all carpet surfaces.

### SPRING BREAK PROJECT CLEANING

- Clean walls, partitions, and floors in all washrooms and locker rooms.
- Deep clean and/or strip and wax corridor floors where necessary or deep clean and buff.  
AS DECIDED BY THE CUSTODIAL MANAGER, BASED UPON WEAR & TEAR OF FLOOR FINISH, SUCCESS OF SCRUB & RECOAT SCHEDULE, & REMAINING SERVICEABILITY OF FLOOR FINISH.
- Wash all chalk rails and boards in classrooms.
- Graffiti removal on desks, washrooms, and lockers where needed.
- Shampoo or soil extract carpet surfaces where necessary.



## 1.2. Exhibit B Pricing Summary

For:  
Mid-Valley Special Education Cooperative  
1304 Ronzheimer Ave.  
St. Charles, IL 60174

### INCLUSIONS

- Statewide Background Checks
- Trained Personnel
- Uniforms
- Audits
- Trained Supervision
- Applicable Insurance Coverage
- Cleaning Supplies (i.e., cleaners, floor finish, glass cleaner and etc.)
- Cleaning Equipment (i.e., vacuum cleaners, floor machines and etc.)

### EXCLUSIONS

- Outside Maintenance
- Money Collection From Sanitary Napkin Dispensers
- Money Collection From Vending Machines
- Personal Effects
- Hazardous Waste Removal
- Rest Room Supplies (paper towels, tissue, hand soap, and sanitary napkins) and Trash Liners.

### ANNUAL COST

FOR 5 DAYS A WEEK SERVICE

**\$ 47,335.80**





## 2. CONTACT INFORMATION

### **GSF USA, Inc.**

2200 E. Devon Ave., Suite 283

Des Plaines, IL 60018

Ph: 847-913-0085

Fax: 847-913-2018

[www.gsf-usa.com](http://www.gsf-usa.com)

### **Kurt A. Kuempel**

General Manager

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